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10/828,729	04/21/2004	Laurent Frisch	P1899US	4782

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EXAMINER	
JOHNSON, CARLTON	
ART UNIT	PAPER NUMBER
2136	
MAIL DATE	DELIVERY MODE
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

MN

Office Action Summary	Application No.	Applicant(s)	
	10/828,729	FRISCH ET AL.	
	Examiner	Art Unit	
	Carlton V. Johnson	2136	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on 7-26-2007.

2a)☒ This action is **FINAL**. 2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) 1-54 is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) 1-54 is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

a)☐ All b)☐ Some * c)☐ None of:

1.☐ Certified copies of the priority documents have been received.

2.☐ Certified copies of the priority documents have been received in Application No. _____.

3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1) ☐ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☐ Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date _____.
4) ☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.
5) ☐ Notice of Informal Patent Application
6) ☐ Other: _____.

DETAILED ACTION

1. This action is responding to application papers filed on **7-26-2007**.

2. Claims **1 - 54** are pending. Claims **1, 18, 26, 37, 44** are independent.

Response to Arguments

3. Applicant's arguments filed 7/26/2007 have been fully considered but they are not persuasive.

3.1 Applicant argues that the referenced prior art does not disclose, *" an electronic signature method, particularly an electronic signature method with a delegation mechanism ". (see Remarks Page 10)*

The Stringer prior art discloses the capability to electronic sign an electronic document, and the capability to delegate authority to another user. (see Stringer col. 1, lines 63-66: electronic documents processed; col. 5, lines 19-20; col. 5, lines 24-32; col. 1, lines 63-67: token, from first to second signatory, delegation to second signatory; col. 2, lines 23-27: signed by first signatory; col. 5, lines 33-37: token associated with document)

3.2 Applicant argues that the referenced prior art does not disclose, *" signing a document ". (see Remarks Page 11)*

There are several embodiments of the prior art whereby information indicating a particular path to a document or a document identifier is signed. But, the Stringer prior art also discloses signing a document. (see Stringer col. 10, lines 42-49: sign file

(electronic document) content) The Stringer and Anderson prior art combination discloses where a document is electronically signed using a cryptographic key as per claim limitation. (see Anderson paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4; paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature generation)

3.3 Applicant argues that the referenced prior art does not disclose, *" generation of delegation token by a server ". (see Remarks Page 11)*

The Stringer prior art discloses that the token is issued (generated and issued) by the document server. And, the document server determines whether the token is valid or not valid, not the user. (see Stringer col. 4, lines 53-54; col. 4, line 62 - col. 5, line 3: token issued by document server)

3.4 Applicant argues that the referenced prior art does not disclose, *" generation of token in response to a request ". (see Remarks Page 11)*

The Stringer prior art discloses request/response processing and the generation of a token for authority delegation. (see Stringer col. 2, lines 15-20; col. 2, lines 23-27: request; col. 5, lines 24-37: token, data depending on document)

3.5 Applicant argues that the referenced prior art does not disclose, *" signing documents securely by delegates ". (see Remarks Page 12)*

Applicant has stated that this is an essential function of the claimed invention. The Stringer prior art discloses the capability to delegate the authority to sign a document to another individual. (see Stringer col. 5, lines 19-20; col. 5, lines 24-32; col. 1, lines 63-

67: token, from first to second signatory, delegation to second signatory; col. 2, lines 23-27: signed by first signatory; col. 5, lines 33-37: token associated with document; col. 5, lines 24-29: signed by public key of to whom the token is directed (second signatory))

3.6 Applicant argues that the referenced prior art does not disclose, *" obviousness ".* *(see Remarks Page 12)*

The rejection to each independent and dependent claim includes a citation from the referenced prior art that discloses the basis for the rejection. Each obviousness combination clearly indicates the claim limitation the combined reference prior art teaches. In addition, a cited passage from the referenced prior art clearly indicates the motivation for the obviousness combination. Each obviousness combination's disclosure is equivalent to Applicant's claimed limitation(s) within the claimed invention.

Achieved advantage is a valid motivation for the combination of referenced prior art. The combination of each referenced prior art combination states a motivation for the combination, which translates to an achieved advantage for the combination. All of the referenced prior art is in the same field of endeavor and a search by one skilled in the art would have returned the referenced prior art within the set of returned prior art.

3.7 The examiner has considered the applicant's remarks concerning a delegation token generated and transferred from a first signatory to a second signatory and associated with a document signed electronically by means of a cryptographic key of the second signatory. The delegation token, generated by a server in response to a

request, contains delegation data signed electronically for the first signatory and including an identifier of the second signatory. Applicant's arguments have thus been fully analyzed and considered but they are not persuasive.

After an additional analysis of the applicant's invention, remarks, and a search of the available prior art, it was determined that the current set of prior art consisting of Stringer (6,971,017) and Anderson (20010018739) discloses the applicant's invention including disclosures in Remarks dated July 26, 2007.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

> a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.

5. Claims **1 - 54** are rejected under 35 U.S.C. 103(a) as being unpatentable over **Stringer et al.** (US Patent No. **6,971,017**) in view of **Anderson et al.** (US PGPUB No. **20010018739**).

Regarding Claims 1, 18, 26, 37, Stringer discloses a method, device, delegation server, computer program product of electronically signing documents, comprising the steps of generating a token of delegation from a first signatory to a second signatory, and associating the delegation token with a document signed electronically by means of a cryptographic key of the second signatory, wherein the delegation token contains

delegation data electronically signed for the first signatory, wherein the delegation data include an identifier of the second signatory, and wherein the delegation token is generated by a server in response to a request sent by the second signatory in connection with the signing of the document. (see Stringer col. 5, lines 19-20; col. 5, lines 24-32; col. 1, lines 63-67: token, from first signatory to second signatory, delegation to second signatory; col. 2, lines 23-27: signed by first signatory; col. 5, lines 33-37: token associated with document) Stringer does not specifically disclose a document signed electronically by means of a cryptographic key. However, Anderson discloses wherein a document signed electronically by means of a cryptographic key. (see Anderson paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4; paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature)

It would have been obvious to one of ordinary skill in the art to modify Stringer as taught by Anderson to enable the capability to sign electronic documents. One of ordinary skill in the art would have been motivated to employ the teachings of Anderson in order to enable the capability to reduce fraud by the added security of utilizing electronically signed documents. (see Anderson paragraph [0075], lines 1-9: " ... " ... *In general, in another aspect, the invention features a computer-based method for reducing fraud associated with an electronic payment document. A cryptographic signature associated with a party to the document is appended to the document or to part of the document. Upon receipt of an electronic document, there is automatic checking of the cryptographic signature against cryptographic signature information of*

other electronic documents previously received. ... " ... ")

Regarding Claims 2, 19, 38, Stringer discloses a method, device, computer program product according to claims 1, 18, 37, wherein the electronic signature performed by means of the cryptographic key of the second signatory is applied to the document accompanied by the delegation token. (see Stringer col. 5, lines 24-37: digest (cryptographic key of user B (second signatory)) signed) Stringer does not specifically disclose whereby the electronic signature performed by means of the cryptographic key of the second signatory is applied to the document. However, Anderson discloses wherein the electronic signature performed by means of the cryptographic key of the second signatory is applied to the document. (see Anderson paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4; paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature)

It would have been obvious to one of ordinary skill in the art to modify Stringer as taught by Anderson to enable the capability to sign electronic documents. One of ordinary skill in the art would have been motivated to employ the teachings of Anderson in order to enable the capability to reduce fraud by the added security of utilizing electronically signed documents. (see Anderson paragraph [0075], lines 1-9)

Regarding Claims 3, 20, 39, Stringer discloses a method, device, computer program product according to claims 1, 18, 37, wherein the electronic signature performed by means of the cryptographic key of the second signatory is applied on the other hand to

authenticated attributes including the delegation token. (see Stringer col. 5, lines 24-37: token, digest (cryptographic key of user B (second signatory)) signed) Stringer does not specifically disclose whereby the electronic signature performed by means of the cryptographic key of the second signatory is applied on the one hand to the document. However, Anderson discloses wherein the electronic signature performed by means of the cryptographic key of the second signatory is applied on the one hand to the document. (see Anderson paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4; paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature)

It would have been obvious to one of ordinary skill in the art to modify Stringer as taught by Anderson to enable the capability to sign electronic documents. One of ordinary skill in the art would have been motivated to employ the teachings of Anderson in order to enable the capability to reduce fraud by the added security of utilizing electronically signed documents. (see Anderson paragraph [0075], lines 1-9)

Regarding Claims 4, 40, Stringer discloses a method, computer program product according to claims 1, 37, wherein the delegation token is associated with the document of the second signatory without itself being signed by means of the cryptographic key of the second signatory. (see Stringer col. 5, lines 24-37: token signed by user A (first signatory not second signatory)) Stringer does not specifically disclose whereby the document signed by means of the cryptographic key. However, Anderson discloses wherein the document signed by means of the cryptographic key. (see Anderson

paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4; paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature)

It would have been obvious to one of ordinary skill in the art to modify Stringer as taught by Anderson to enable the capability to sign electronic documents. One of ordinary skill in the art would have been motivated to employ the teachings of Anderson in order to enable the capability to reduce fraud by the added security of utilizing electronically signed documents. (see Anderson paragraph [0075], lines 1-9)

Regarding Claims 5, 21, 32, 50, Stringer discloses a method, device, delegation server, computer program product according to claims 1, 18, 26, 44, wherein the delegation data further include data describing a validity period of the delegation token. (see Stringer col. 4, lines 62-65; col. 8, lines 1-6; col. 10, lines 65-67: token, expiry or valid time period)

Regarding Claims 6, 22, 33, 51, Stringer discloses a method, device, delegation server, computer program product according to claims 1, 18, 26, 44, wherein the delegation data further include description data of delegated powers conferred by the token. (see Stringer col. 9, lines 52-56: delegation rights information in token)

Regarding Claims 7, 24, 34, 52, Stringer discloses a method, device, delegation server, computer program product according to claims 1, 18, 26, 44, wherein the

delegation token further comprises timestamp information for the token. (see Stringer col. 4, lines 62-65; col. 8, lines 1-6; col. 10, lines 65-67: expiry (i.e. timestamp) information in token)

Regarding Claims 8, 9, 23, 53, Stringer discloses a method, device, computer program product according to claims 1, 8, 18, 44, wherein a revocation server is provided for storing information on possible revocation of the delegation token by the first signatory. (see Stringer col. 4, lines 62-65; col. 8, lines 1-6; col. 10, lines 65-67: revocation information, revocation (document) server)

Regarding Claim 9, Stringer discloses a method according to claim 8, wherein the delegation data further include an access address to the revocation server. (see Stringer col. 4, lines 62-65; col. 8, lines 1-6; col. 10, lines 65-67: revocation information, revocation (document) server)

Regarding Claim 10, Stringer discloses a method according to claim 1, wherein the delegation data are signed electronically by means of a cryptographic key of the first signatory. (see Stringer col. 5, lines 24-37; signed token, signed by first signatory, col. 6, lines 40-48: delegation data, document accessible; col. 2, lines 32-35: cryptographic key for user A (first signatory))

Regarding Claims 11, 36, 54, Stringer discloses a method, server, computer program

product according to claims 1, 26, 44, wherein the delegation data further include an identifier of the first signatory and are signed electronically by means of a cryptographic key of a third party. (see Stringer col. 2, lines 17-20: identifier, signed by third party)

Regarding Claims 12, 27, Stringer discloses a method, server according to claims 1, 26, wherein the delegation token is associated by the second signatory with the document of the second signatory. (see Stringer col. 5, lines 24-37: token generated, signed; col. 6, lines 40-48: document data indicated document accessible to second signatory) Stringer does not specifically disclose whereby the document signed electronically by means of a cryptographic key. However, Anderson discloses wherein the document signed electronically by means of a cryptographic key. (see Anderson paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4; paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature)

It would have been obvious to one of ordinary skill in the art to modify Stringer as taught by Anderson to enable the capability to sign electronic documents. One of ordinary skill in the art would have been motivated to employ the teachings of Anderson in order to enable the capability to reduce fraud by the added security of utilizing electronically signed documents. (see Anderson paragraph [0075], lines 1-9)

Regarding Claim 13, Stringer discloses a method according to claim 1, wherein the delegation token is sent to the second signatory by the server. (see Stringer col. 7, lines

31-34: server sends token)

Regarding Claims 14, 28, 41, 46, Stringer discloses a method, server, computer program product according to claims 13, 27, 37, 45, wherein the delegation token is associated with the signed document by an applet downloaded from the server to a station of the secondary signatory. (see Stringer col. 4, lines 36-42: applet (i.e. web based processing), software; col. 5, lines 24-37: token, and associated data)

Regarding Claims 15, 31, 49, Stringer discloses a method, server, computer program product according to claims 1, 26, 44, wherein the second signatory submits the signed document to the server, and wherein the server associates the signed document with the delegation token. (see Stringer col. 5, lines 24-37: token generated, signed; col. 6, lines 40-48: document associated with token) Stringer does not specifically disclose whereby the second signatory signs the document electronically. However, Anderson discloses wherein the second signatory signs the document electronically. (see Anderson paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4; paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature)

It would have been obvious to one of ordinary skill in the art to modify Stringer as taught by Anderson to enable the capability to sign electronic documents. One of ordinary skill in the art would have been motivated to employ the teachings of Anderson in order to enable the capability to reduce fraud by the added security of utilizing

electronically signed documents. (see Anderson paragraph [0075], lines 1-9)

Regarding Claims 16, 29, Stringer discloses a method, server according to claims 1, 26, wherein said request is accompanied by data depending on the document to be signed which are included in said delegation data to generate the delegation token. (see Stringer col. 2, lines 15-20; col. 2, lines 23-27: request; col. 5, lines 24-37: token, data depending on document)

Regarding Claims 17, 30, 43, 48, Stringer discloses a method, server, computer program product according to claims 16, 26, 42, 44, wherein said data depending on the document to be signed comprise a code obtained by hashing the document. (see Stringer col. 6, line 62 - col. 7, line 3: hash generation, signature content)

Regarding Claim 25, Stringer discloses a device according to claim 18, wherein said request is accompanied by data depending on the document to be signed. (see Stringer col. 2, lines 15-20; col. 2, lines 23-27: request, document data included)

Regarding Claim 35, Stringer discloses a server according to claim 26, wherein the delegation data further include an access address to a revocation server provided for storing information on possible revocation of the delegation token by the first signatory. (see Stringer col. 4, lines 62-65; col. 8, lines 1-6; col. 10, lines 65-67: revocation information, revocation (document) server)

Regarding Claim 42, Stringer discloses a computer program product according to claim 37, wherein said request is accompanied by data depending on the document to be signed which are included in said delegation data to generate the delegation token. (see Stringer col. 2, lines 15-20; col. 2, lines 23-27: document data accompanying token)

Regarding Claim 44, Stringer discloses a computer program product to be installed in a delegation server involved in the electronic signature of documents by a second signatory delegated by a first signatory, comprising instructions for carrying out the following steps when the program is run by processing means of said server: receiving a request from the second signatory in connection with the signing of a document (see Stringer col. 2, lines 15-20; col. 2, lines 23-27: request from user B); and generating a token of delegation from a first signatory to a second signatory in response to said request, to be associated with the document of the second signatory, wherein the delegation token contains delegation data electronically signed for the first signatory, wherein the delegation data include an identifier of the second signatory. (see Stringer col. 5, lines 24-37: token generated, signed; col. 6, lines 40-48: signed token, document accessible (delegation data)) Stringer does not specifically disclose the document signed electronically by means of a cryptographic key. However, Anderson discloses wherein the document signed electronically by means of a cryptographic key. (see Anderson paragraph [0058], lines 1-2: document signed; paragraph [0065], lines 1-4;

paragraph [0075], lines 1-9: digital signature generated and checked, cryptographic key used for signature)

It would have been obvious to one of ordinary skill in the art to modify Stringer as taught by Anderson to enable the capability to sign electronic documents. One of ordinary skill in the art would have been motivated to employ the teachings of Anderson in order to enable the capability to reduce fraud by the added security of utilizing electronically signed documents. (see Anderson paragraph [0075], lines 1-9)

Regarding Claim 45, Stringer discloses a computer program product according to claim 44, further instructions means for sending the delegation token to the second signatory for association with the document signed electronically by means of the cryptographic key of the second signatory. (see Stringer col. 7, lines 31-34: token sent to second signatory)

Regarding Claim 47, Stringer discloses a computer program product according to claim 44, wherein said request is accompanied by data depending on the document to be signed which are included in said delegation data to generate the delegation token. (see Stringer col. 2, lines 15-20; col. 5, lines 24-32: request, document data included)

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Carlton V. Johnson whose telephone number is 571-270-1032. The examiner can normally be reached on Monday thru Friday , 8:00 - 5:00PM EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Nasser Moazzami can be reached on 571-272-4195. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for

published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Carlton V. Johnson
Examiner
Art Unit 2136

NASSER MOAZZAMI
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 2100

10/8/07

C.J.

CVJ
October 1, 2007